

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

NORMAN TODD,

Plaintiff,

vs.

CASE NUMBER 2:07-CV-149-MEF

CITY OF CLANTON, ALABAMA, a
municipal corporation; by and through
its **MAYOR, HONORABLE BILLY
JOE DRIVER**, in his official capacity as
Mayor and individually; **POLICE CHIEF
JAMES HENDERSON**, in his official
capacity, as well as individually;
CORPORAL GREG CHARLES, in his
official capacity and individually; and
CHRISTINE LITTLEJOHN, an
individual,

JURY TRIAL DEMANDED

Defendants.

**DEFENDANTS' EVIDENTIARY SUBMISSION IN SUPPORT OF THEIR
MOTION FOR SUMMARY JUDGMENT**

COME NOW the City of Clanton, Alabama, a municipal corporation, ("the City"), Mayor Billy Joe Driver, Police Chief James Henderson, and Officer Greg Charles to file this Evidentiary Submission in Support their Motion for Summary Judgment, and submit the following:

1. The defendants file herewith the Clanton Municipal Court Records pertaining to the alleged incident, including the following:

- a. Warrant of Arrest issued against Norman Todd (Unauthorized Use of a Motor Vehicle);
 - b. Police Report;
 - c. Complaint and supporting documents (Alabama Liability Insurance Identification Card, Alabama Department of Revenue Application for Certificate of Title, McKinnon Motors, LLC Invoice, World Omni Financial Corp. Agreement to Provide Accidental Physical Damage Insurance, World Omni Financial Corp. Installment Sale Contract, McKinnon Motors, LLC Vehicle Description, and McKinnon Motors, LLC Yield Spread/Assignment Fee);
 - d. Voluntary Statement of Christine Littlejohn;
 - e. Appearance Bond of Norman Todd; and
 - f. Case Action Summary
attached hereto as **Exhibit 1**.
2. The defendants file herewith the Affidavit of Debra Allison attached hereto as **Exhibit 2**.
 3. The defendants file herewith the Affidavit of Police Chief James Henderson attached hereto as **Exhibit 3**.

/s/ James W. Porter II

James W. Porter II, one of the
Attorneys for Defendants, City of Clanton,
Mayor Billy Joe Driver, James Henderson,
and Greg Charles
State Bar ID ASB 3314 T79J
State Code POR001

/s/ Christy Lynn Sherbrook

Christy Lynn Sherbrook, one of the
Attorneys for Defendants, City of Clanton,
Mayor Billy Joe Driver, James Henderson,
and Greg Charles
State Bar ID ASB 2409 H65S
State Code SHE 094

OF COUNSEL:

PORTER, PORTER & HASSINGER, P.C.

P.O. Box 128

Birmingham, Alabama 35201-0128

(205) 322-1744

Fax: (205) 322-1750

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been
electronically filed with the Clerk of the Court using the CM/ECF system which
will send notification of such filing upon the following, this, the **3rd** day of
October, 2007. If Notice of Electronic Filing indicates that Notice should be
delivered by other means to any of the following, I certify that a copy will be sent
via U.S. Mail, properly addressed, postage prepaid.

Donald G. Madison, Esq.
418 Scott Street
Montgomery, AL 36104

/s/ James W. Porter II
OF COUNSEL

EXHIBIT 1

State of Alabama Unified Judicial System	Case 2:07-cv-00149-MEF-TFM Document 22-2 Filed 10/03/2007 Page 2 of 19 WARRANT OF ARREST (Felonies, Misdemeanors, or Violations)	Page Number 05-000000174 Case Number
Form CR-65(front) Rev. 8/98		

IN THE MUNICIPAL COURT OF CLANTON, ALABAMA
(Circuit, District, or Municipality) (Name of Municipality or County)

☐ STATE OF ALABAMA ☒ MUNICIPALITY OF CLANTON

v. NORMAN BUDDY TODD, Defendant

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:

Probable cause has been found on Complaint filed in this Court against NORMAN BUDDY TODD, charging UNAUTHORIZED USE OF A MOTOR VEHICLE in violation of Ordinance Number 6-96, which embraces Section 13A-8-11, Paragraph 1, Code of Alabama 1975.

Certified and true according
to Clanton Municipal Court records

This date September 25, 2007

[Signature]
Municipal Court Clerk
Clanton, AL

DEFENDANT: NORMAN BUDDY TODD
CHARGE: UNAUTHORIZED USE OF A MOTOR VEHICLE
ORDINANCE: 6-96
SECTION: 13A-8-11
PARAGRAPH: 1

YOU ARE THEREFORE ORDERED to arrest the person named or described above. You may release the accused person without taking the accused person before a judge or magistrate if the accused person enters into a bond in the amount of \$500.00 with two good sureties approved by an authorized officer or by depositing cash or negotiable bonds in the amount with the court clerk.

[Signature]
Complainant

[Signature]
Judge/Magistrate/Clerk

1/11/05
Date

05-000000174

(Felonies, Misdemeanors, or Violations)

CERTIFICATE OF EXECUTION

I, the undersigned law enforcement officer, certify that I executed the foregoing ARREST WARRANT by arresting the accused person named (or described) therein at 11:30 o'clock ☐ a.m. ☒ p.m., on the 16th day of JAN., 2005, in Chilton COUNTY, ALABAMA.

After arrest, the accused person was:

☒ Released as authorized at _____ o'clock ☐ a.m. ☐ p.m., on the _____ day of _____.☐ Taken before (☐ Judge) (☐ Magistrate) at _____ o'clock ☐ a.m. ☐ p.m., on the _____ day of _____.

Date

Signature/Title/Agency

IDENTIFICATION OF ACCUSED PERSON

Name of Defendant						Telephone Number	
TODD, NORMAN BUDDY						(334) 567-5504	
Social Security Number		Date of Birth		Age	Race	Sex	Height
421-98-2286		1974-05-21		30	WHITE/MEX.	M	5' 10"
DL Number	Weight	Hair	Eyes	Other			
AL 5791492	180	BLACK					
Address			City			State	Zip Code
550 ASHLEY COURT			CLANTON			AL	35045
Name of Employer					Employer's Telephone Number		
Address			City			State	Zip Code

WITNESSES

ACKNOWLEDGEMENT BY THE ACCUSED

☐ I hereby acknowledge that at the time of my release from custody I was directed to appear in person before the court, as follows:

Place: _____

Date: _____

Time: _____ o'clock ☐ a.m. ☐ p.m., and as thereafter needed until discharge.☐ I promise to appear as directed before the court, as follows:

Place: _____

Date: _____

Time: _____ o'clock ☐ a.m. ☐ p.m., and as thereafter needed until discharge.

Date

Signature of Accused

Form CR-65(front) Rev. 8/98

WARRANT OF ARREST

(Felonies, Misdemeanors, or Violations)

IN THE MUNICIPAL COURT OF CLANTON, ALABAMA
(Circuit, District, or Municipal) (Name of Municipality or County)

☐ STATE OF ALABAMA ☒ MUNICIPALITY OF CLANTON

v. NORMAN BUDDY TODD, Defendant

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:

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DEFENDANT: NORMAN BUDDY TODD

CHARGE: UNAUTHORIZED USE OF A MOTOR VEHICLE

ORDINANCE: 6-96

SECTION: 13A-8-11

PARAGRAPH: 1

YOU ARE THEREFORE ORDERED to arrest the person named or described above. You may release the accused person without taking the accused person before a judge or magistrate if the accused person enters into a bond in the amount of \$500.00 with two good sureties approved by an authorized officer or by depositing cash or negotiable bonds in the amount with the court clerk.

X. Christy Littlejohn
Complainant

V. L. Amaley
Judge/Magistrate/Clerk

Date

1/11/05

CERTIFICATE OF EXECUTION

I, the undersigned law enforcement officer, certify that I executed the foregoing ARREST WARRANT by arresting the accused person named (or described) therein at 11:30 o'clock ☐ a.m. ☒ p.m., on the 16th day of JAN, 2005, in Chilton COUNTY, ALABAMA.

After arrest, the accused person was:

☒ Released as authorized at _____ o'clock ☐ a.m. ☐ p.m., on the _____ day of _____
☐ Taken before (☐ Judge) (☐ Magistrate) at _____ o'clock ☐ a.m. ☐ p.m., on the _____ day of _____

11-16-05
Date

Sgt. Ruck E. Lock #207
Signature/Title/Agency

IDENTIFICATION OF ACCUSED PERSON

Name of Defendant						Telephone Number	
TODD, NORMAN BUDDY						(334) 567-5504	
Social Security Number		Date of Birth		Age	Race	Sex	Height
421-98-2286		1974-05-21		30	WHITE/MEX.	M	5' 10"
DL Number	Weight	Hair	Eyes	Other			
AL 5791492	180	BLACK					
Address			City			State	Zip Code
550 ASHLEY COURT			CLANTON			AL	35045
Name of Employer						Employer's Telephone Number	
Address			City			State	Zip Code

WITNESSES

ACKNOWLEDGEMENT BY THE ACCUSED

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Place: _____
Date: _____
Time: _____ o'clock ☐ a.m. ☐ p.m., and as thereafter needed until discharge.

☐ I promise to appear as directed before the court, as follows:

Place: _____
Date: _____
Time: _____ o'clock ☐ a.m. ☐ p.m., and as thereafter needed until discharge.

Date

Signature of Accused

VICTIM SSN		COMPLAINANT SSN		1 INCIDENT OFFENSE		2 CASE F		3 SFX	
0140100		01110105		1520		Chantaw Police Dept.		7 IF SUPPLEMENT ORIGINAL OFFENSE DATE	
4 ORI #		5 DATE AND TIME OF THIS REPORT		6 AGENCY NAME		7 IF SUPPLEMENT ORIGINAL OFFENSE DATE		8 PHONE	
9 REPORTED BY		10 VICTIM OR		11 ADDRESS (STREET, CITY, STATE, ZIP)		12 PHONE		13 PHONE	
12 VICTIM (LAST, FIRST, MIDDLE NAME)		13 ADDRESS (STREET, CITY, STATE, ZIP)		14 PHONE		15 EMPLOYER/SCHOOL		16 OCCUPATION	
Little John Christy		133 Randall Circle Chantaw AL 35045		205-755-8842		Bureau of Education		Sub Teacher	
17 ADDRESS (STREET, CITY, STATE, ZIP)		18 PHONE		19 PHONE		20 TYPE INCIDENT OR OFFENSE		21 FEL	
Chilton Co. Alabama 35045		205-280-3000		21 FEL		22 MISD.		23 UNAUTHORIZED USE	
24 TYPE INCIDENT OR OFFENSE		25 FEL		26 MISD.		27 DEGREE (CIRCLE)		28 UCR CODE	
27 DEGREE (CIRCLE)		28 UCR CODE		29 STATE CODE/LOCAL ORDINANCE		30 PLACE OF OCCURRENCE		31 SECTOR	
30 PLACE OF OCCURRENCE		31 SECTOR		32 ASSAULT		33 TREATMENT FOR		34 ASSAULT INJURY	
32 ASSAULT		33 TREATMENT FOR		34 ASSAULT INJURY		35 WEAPON USED		36 DESCRIPTION OF WEAPONS/FIREARMS/TOOLS USED IN OFFENSE	
35 WEAPON USED		36 DESCRIPTION OF WEAPONS/FIREARMS/TOOLS USED IN OFFENSE		37 HANDGUN		38 RIFLE		39 SHOTGUN	
37 HANDGUN		38 RIFLE		39 SHOTGUN		40 UNKNOWN		41 QUANTITY	
40 UNKNOWN		41 QUANTITY		42 STOLEN, RECOVERED, LOST, FOUND OR DESTROYED (INCLUDE MAKE, MODEL, SIZE, TYPE, SERIAL NUMBER, COLOR, ETC.)		43 DOLLAR VALUE		44 RECOVERED	
42 STOLEN, RECOVERED, LOST, FOUND OR DESTROYED (INCLUDE MAKE, MODEL, SIZE, TYPE, SERIAL NUMBER, COLOR, ETC.)		43 DOLLAR VALUE		44 RECOVERED		45 STOLEN		46 DAMAGED	
45 STOLEN		46 DAMAGED		47 DATE		48 VALUE		49 CERTIFIED AND TRUE ACCORDING TO CLANTON MUNICIPAL COURT RECORDS	
46 DAMAGED		47 DATE		48 VALUE		49 CERTIFIED AND TRUE ACCORDING TO CLANTON MUNICIPAL COURT RECORDS		50 THIS DATE	
47 DATE		48 VALUE		49 CERTIFIED AND TRUE ACCORDING TO CLANTON MUNICIPAL COURT RECORDS		50 THIS DATE		51 MUNICIPAL COURT CLERK	
48 VALUE		49 CERTIFIED AND TRUE ACCORDING TO CLANTON MUNICIPAL COURT RECORDS		50 THIS DATE		51 MUNICIPAL COURT CLERK		52 CLANTON, AL	
49 CERTIFIED AND TRUE ACCORDING TO CLANTON MUNICIPAL COURT RECORDS		50 THIS DATE		51 MUNICIPAL COURT CLERK		52 CLANTON, AL		53 MOTOR VEHICLE	
50 THIS DATE		51 MUNICIPAL COURT CLERK		52 CLANTON, AL		53 MOTOR VEHICLE		54 CURRENCY, NOTES	
51 MUNICIPAL COURT CLERK		52 CLANTON, AL		53 MOTOR VEHICLE		54 CURRENCY, NOTES		55 JEWELRY	
52 CLANTON, AL		53 MOTOR VEHICLE		54 CURRENCY, NOTES		55 JEWELRY		56 CLOTHING/FURS	
53 MOTOR VEHICLE		54 CURRENCY, NOTES		55 JEWELRY		56 CLOTHING/FURS		57 FIREARMS	
54 CURRENCY, NOTES		55 JEWELRY		56 CLOTHING/FURS		57 FIREARMS		58 OFFICE EQUIPMENT	
55 JEWELRY		56 CLOTHING/FURS		57 FIREARMS		58 OFFICE EQUIPMENT		59 ELECTRONICS	
56 CLOTHING/FURS		57 FIREARMS		58 OFFICE EQUIPMENT		59 ELECTRONICS		60 HOUSEHOLD	
57 FIREARMS		58 OFFICE EQUIPMENT		59 ELECTRONICS		60 HOUSEHOLD		61 CONSUMABLE GOODS	
58 OFFICE EQUIPMENT		59 ELECTRONICS		60 HOUSEHOLD		61 CONSUMABLE GOODS		62 LIVESTOCK	
59 ELECTRONICS		60 HOUSEHOLD		61 CONSUMABLE GOODS		62 LIVESTOCK		63 MISCELLANEOUS	
60 HOUSEHOLD		61 CONSUMABLE GOODS		62 LIVESTOCK		63 MISCELLANEOUS		64 CHECK CATEGORIES	
61 CONSUMABLE GOODS		62 LIVESTOCK		63 MISCELLANEOUS		64 CHECK CATEGORIES		65 STOLEN	
62 LIVESTOCK		63 MISCELLANEOUS		64 CHECK CATEGORIES		65 STOLEN		66 LIC.	
63 MISCELLANEOUS		64 CHECK CATEGORIES		65 STOLEN		66 LIC.		67 LIS.	
64 CHECK CATEGORIES		65 STOLEN		66 LIC.		67 LIS.		68 LIY.	
65 STOLEN		66 LIC.		67 LIS.		68 LIY.		69 TAG COLOR	
66 LIC.		67 LIS.		68 LIY.		69 TAG COLOR		70 VIN	
67 LIS.		68 LIY.		69 TAG COLOR		70 VIN		71 VYR	
68 LIY.		69 TAG COLOR		70 VIN		71 VYR		72 VMA	
69 TAG COLOR		70 VIN		71 VYR		72 VMA		73 VMO	
70 VIN		71 VYR		72 VMA		73 VMO		74 VST	
71 VYR		72 VMA		73 VMO		74 VST		75 VCD	
72 VMA		73 VMO		74 VST		75 VCD		76 ADDITIONAL DESCRIPTION	
73 VMO		74 VST		75 VCD		76 ADDITIONAL DESCRIPTION		77 WARRANT SIGNED	
74 VST		75 VCD		76 ADDITIONAL DESCRIPTION		77 WARRANT SIGNED		78 AUTO INSURER NAME (COMPANY)	
75 VCD		76 ADDITIONAL DESCRIPTION		77 WARRANT SIGNED		78 AUTO INSURER NAME (COMPANY)		79 ADDRESS (STREET, CITY, STATE, ZIP)	
76 ADDITIONAL DESCRIPTION		77 WARRANT SIGNED		78 AUTO INSURER NAME (COMPANY)		79 ADDRESS (STREET, CITY, STATE, ZIP)		80 PHONE	
77 WARRANT SIGNED		78 AUTO INSURER NAME (COMPANY)		79 ADDRESS (STREET, CITY, STATE, ZIP)		80 PHONE		81 MOTOR VEH. RECOVERY ONLY REQUIRED FOR 24 HOURS	
78 AUTO INSURER NAME (COMPANY)		79 ADDRESS (STREET, CITY, STATE, ZIP)		80 PHONE		81 MOTOR VEH. RECOVERY ONLY REQUIRED FOR 24 HOURS		82 STOLEN IN YOUR JURISDICTION?	
79 ADDRESS (STREET, CITY, STATE, ZIP)		80 PHONE		81 MOTOR VEH. RECOVERY ONLY REQUIRED FOR 24 HOURS		82 STOLEN IN YOUR JURISDICTION?		83 RECOVERED IN YOUR JURISDICTION?	
80 PHONE		81 MOTOR VEH. RECOVERY ONLY REQUIRED FOR 24 HOURS		82 STOLEN IN YOUR JURISDICTION?		83 RECOVERED IN YOUR JURISDICTION?		84 TYPE OR PRINT IN BLACK INK	
81 MOTOR VEH. RECOVERY ONLY REQUIRED FOR 24 HOURS		82 STOLEN IN YOUR JURISDICTION?		83 RECOVERED IN YOUR JURISDICTION?		84 TYPE OR PRINT IN BLACK INK		85 ACJIC-32 REV 8-96	

TYPE OR PRINT IN BLACK INK

ACJIC-32 REV 8-96

OFFICER'S WORK PRODUCT MAY NOT BE PUBLIC INFORMATION

INCIDENT/OFFENSE REPORT CONTINUED		95 DATE AND TIME OF REPORT 01/10/05 15:20		96 CASE #		97 SFX		98 OFFENDER SUSPECT MISSING PERSON		99 CHECK IF MULTIPLE	
99 NAME (LAST, FIRST, MIDDLE) Todd Norman Buddy				100 NICKNAME/ALIAS				101 RACE W A B I		102 SEX M F	
105 ADDRESS (STREET, CITY, STATE, ZIP) 550 Ashley Court Charleston, Alabama				106 HGT 5'10"		107 WGT 180		108 EYE		109 HAIR BLK	
111 PROBABLE DESTINATION same				112 ARMED? Y N UNK		113 WEAPON		114 CLOTHING unknown		115 ARRESTED WANTED	
116 NAME (LAST, FIRST, MIDDLE) N				117 NICKNAME/ALIAS				118 RACE W A B I		119 SEX M F	
122 ADDRESS (STREET, CITY, STATE, ZIP) O				123 HGT "		124 WGT		125 EYE		126 HAIR	
128 PROBABLE DESTINATION N				129 ARMED? Y N UNK		130 WEAPON		131 CLOTHING E		132 ARRESTED WANTED	
WITNESSES		133 NAME (LAST, FIRST, MIDDLE) SEX, RACE, DOB		134 ADDRESS (STREET, CITY, STATE, ZIP)		135 RES. PHONE		136 BUS. PHONE			
		#1 N M D Y		N		()		()			
		#2 O M D Y		O		()		()			
		#3 N M D Y		N		()		()			
		#4 E M D Y		E		()		()			
NARRATIVE		WITNESS #1 SSN		WITNESS #2 SSN		WITNESS #3 SSN		WITNESS #4 SSN			
		-		-		-		-			
		137 ON 06/17/04 Victim stated that she purchased a 2000 Ford Mustang from McKinnon Motors. She let pistol offender drive the vehicle with the promise that he would make the payments for the vehicle. Offender made 3 payments on the vehicle and now is 3 months behind on the payments. Victim called offender on 12/03/04 and told him to bring here the car or bring here the payments that were behind. Offender has not given the victim any money and now victim is unable to make contact with the offender. Victim is the Title holder or owner of vehicle and has documents showing sole ownership of vehicle. Victim will prosecute.									
		ASSISTING AGENCY ORI		ASSISTING AGENCY CASE #		SFX					
		-		-		-					
I hereby affirm that I have read this report and that all information given by me is correct to the best of my knowledge. I will assume full responsibility for notifying this agency if any stolen property or missing person hereby reported is returned.											
SIGNATURE Christy Letticher											
138 LOCAL USE		139 STATE USE									
MULTIPLE CASES CLOSED		140 CASE #		141 SFX		142 CASE #		143 SFX			
147 CASE STATUS PENDING INACTIVE CLOSED		148 CASE DISPOSITION: CLEARED BY ARREST (JUV.) CLEARED BY ARREST (ADULT) UNFOUNDED ADM. CLEARED		EXCEPTIONAL CLEARANCE: SUSPECT/OFFENDER DEAD OTHER PROSECUTION EXTRADITION DENIED LACK OF PROSECUTION JUVENILE, NO REFERRAL DEATH OF VICTIM		149 REPORTING OFFICER CAPT. G.S. Charles		150 ASSISTING OFFICER			
151 SUPERVISOR APPROVAL		152 WATCH CMDR.		153 ADDITIONAL CASES CLOSED NARRATIVE Y N		154		155			

State of Alabama
Unified Judicial System**COMPLAINT**(Felonies, Misdemeanors, or Violations --
District Court or Municipal Court)Warrant Number
05-000000174
Case Number

Form CR-6

Rev. 8/98

IN THE MUNICIPAL COURT OF CLANTON, ALABAMA
(Circuit, District, or Municipal) (Name of Municipality or County)

☐ STATE OF ALABAMA ☒ MUNICIPALITY OF CLANTON

v. NORMAN BUDDY TODD, Defendant

Before me, the undersigned authority, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that **NORMAN BUDDY TODD**, Defendant, whose name is otherwise unknown to the complainant, did on or about 2004-12-03, commit the offense of **UNAUTHORIZED USE OF A MOTOR VEHICLE** within the City/Town of CLANTON, or in the police jurisdiction thereof in that he/she did:

NORMAN BUDDY TODD

HAVING CUSTODY OF A PROPELLED VEHICLE, TO

WIT: 2003 FORD MUSTANG BLUE, PURSUANT TO AN AGREEMENT WITH CHRISTY LITTLEJOHN, THE OWNER THEREOF, WHEREBY SAID VEHICLE WAS TO BE RETURNED TO SAID OWNER AT A SPECIFIED TIME, TO WIT: 12/13/04

, DID KNOWINGLY RETAIN OR WITHHOLD POSSESSION

THEREOF, WITHOUT THE CONSENT OF THE OWNER, FOR SO LENGTHY A PERIOD BEYOND THE SPECIFIED TIME AS TO RENDER THE RETENTION OR POSSESSION A GROSS DEVIATION FROM THE AGREEMENT, TO WIT: CHRISTY STATED THAT SHE PURCHASED A 2003 FORD MUSTANG, BLUE IN COLOR, IN HER NAME AND HAD AN AGREEMENT WITH NORMAN THAT HE COULD DRIVE THE CAR AS LONG AS MADE THE PAYMENTS ON THE CAR. NORMAN FAILED TO MAKE REGULAR PAYMENTS WHICH RESULTED IN THE FINANCE COMPANY CONTACTING CHRISTY ABOUT THE PAYMENTS ON THE CAR. CHRISTY HAD A CONVERSATION WITH NORMAN ON 12/3/04 AND TOLD HIM THAT HE EITHER NEEDED TO MAKE THE PAYMENTS ON THE CAR OR HE NEEDED TO BRING THE CAR TO HER SO THAT SHE COULD SELL THE CAR. CHRISTY STATED THAT NORMAN AGREED TO MAKE THE PAYMENTS, BUT FAILED TO MAKE ANY PAYMENTS. CHRISTY TOLD NORMAN THAT IF HE DID NOT TAKE CARE OF THE PAYMENTS HE NEEDED TO BRING HER THE CAR BY 12/13/04 WHICH IS WHEN HE WOULD HAVE GOTTEN PAID FROM HIS JOB. CHRISTY HAD BEEN UNSUCCESSFUL IN REACHING NORMAN AND HE REFUSES TO ACCEPT HER CALLS OR RESPOND TO MESSAGES LEFT AT HIS HOME. CHRISTY HAS PAPERWORK SHOWING THAT SHE IS THE SOLE OWNER OF THE VEHICLE. CHRISTY FILED A REPORT WITH OFFICER CHARLES ON 1/10/05.

in violation of Ordinance Number 6-96 which embraces Section 13A-8-11 Paragraph 1 Code of Alabama 1975, previously adopted, effective and in force at the time the offense was committed.

Bond Type: BOND-TWO SURETIES
Amount: \$500.00

CHRISTY LITTLEJOHN
133 RANDALL CIRCLE
CLANTON AL 35045
(205) 755-8842

Certified and true according
to Clanton Municipal Court records
This date: September 25, 2007

WITNESSES

[Signature]
Municipal Court Clerk
Clanton, AL

Sworn to and Subscribed before me this the 11th day of January, 2004.

[Signature]
Judge/Magistrate/Warrant Clerk

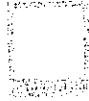
[Signature]
Complainant

ALABAMA LIABILITY
INSURANCE IDENTIFICATION CARD

NAIC# 23779 NATIONWIDE MUTUAL FIRE
INSURANCE COMPANY
PO BOX 147080
GAINESVILLE FL 32614-7080

Policy Number	Effective Date	Expiration Date
77 01 P 608455	DEC 26, 2004	JUN 26, 2005

CHRISTY LITTLEJOHN
133 RANDALL CIRCLE
CLANTON, AL
35045-8467



Year	Make/Model	Vehicle Identification Number
2003	FORD MUSTANG	1FAPP40493F349472

For questions about your insurance, call your Nationwide
Agent, KAREN B LANIER 205-755-7283
To report a claim, from anywhere in the country, just call
TOLL FREE 1-800-421-3535

Certified and true according
to Clanton Municipal Court records

This date September 25, 2007

Municipal Court Clerk
Clanton, AL

TYPE TRANSACTION
01 - FIRST TITLE
03 - TITLE TRANSFER
04 - FILING OF LIEN
05 - RELEASE OF LIEN
06 - CORRECTION

ALABAMA DEPARTMENT OF REVENUE
THIS DUPLICATE COPY SERVES AS A PERMIT FOR
THE OPERATION OF THE MOTOR VEHICLE DESCRIBED
BELOW UNTIL THE REVENUE DEPARTMENT ISSUES A
CERTIFICATE OF TITLE OR REFUSES TO ISSUE A
CERTIFICATE OF TITLE AND SHALL CONTINUE TO SERVE
AS EVIDENCE OF OWNERSHIP AND AS A PERMIT FOR THE
OPERATION OF THE VEHICLE AFTER TITLE IS ISSUED.

TITLE NUMBER

VEHICLE INFORMATION		VEHICLE IDENTIFICATION NUMBER 1FAFP40483F349472		TRANS CODE 33	YEAR 2003	MAKE FORD	MODEL MUSTANG	BODY TYPE ZDR	PREVIOUS ALABAMA TITLE NO 34380342
CYLS 8	NEW	USED XX	DATE OF PURCHASE (MM/YY) 06/17/2004	NUMBER LIENS 1	COLOR BLUE	ODOMETER READING 21086			

OWNER INFORMATION

NAME (LAST, FIRST, MIDDLE) LITTLEJOHN CHRISTY		FELONY OFFENSE FOR FALSE ADDRESS	
MAILING ADDRESS 133 RANDALL CIRCLE		COUNTY (ALABAMA ONLY) CLANTON	
CITY CLANTON	STATE AL	ZIP 35045	
NAME ALABAMA OPERATOR (LESSEE) NAME AND / OR RESIDENT ADDRESS REQUIRED IF DIFFERENT FROM ABOVE			
RESIDENT ADDRESS		FELONY OFFENSE FOR FALSE ADDRESS	
CITY	STATE	ZIP	

APPLICANT SHALL DISCLOSE
VEHICLE UNDER 10 YR. OLD
ODOMETER READING ON THIS
APPLICATION IS (CHECK ONE)

- ☒ ACTUAL MILEAGE
☐ EXCEEDS MECHANICAL LIMITS
☐ NOT ACTUAL MILEAGE - WARNIN
ODOMETER DISCREPANCY

LIEN INFORMATION

NAME FIRST LIENHOLDER WORLD OMNI FINANCIAL CORP		FELONY OFFENSE FOR FAILURE TO NAME LIENHOLDER WITH INTENT TO DEFRAUD	
MAILING ADDRESS 6150 OMNI PARK DRIVE		LIEN DATE (MM/YY) 06/17/2004	
CITY MOBILE	STATE AL	ZIP 36609	
NAME SECOND LIENHOLDER		FELONY OFFENSE FOR FAILURE TO NAME LIENHOLDER WITH INTENT TO DEFRAUD	
MAILING ADDRESS		LIEN DATE (MM/YY)	
CITY	STATE	ZIP	

Certified and true according
to Clanton Municipal Court records

This date September 25, 2007

[Signature]
Municipal Court Clerk
Clanton, AL

OWNER'S AUTHORIZATION FOR SPECIAL MAILING (IF NO LIENHOLDER LISTED HEREON)

NAME (LAST, FIRST, MIDDLE)		I, WE, HEREBY AUTHORIZE MY CERTIFICATE OF TITLE TO BE MAILED TO (IF NO LIENS LISTED HEREON):	
MAILING ADDRESS		LOCATOR NO.:	
CITY	STATE	ZIP	
SELLER NAME MCKINNON MOTORS		REASONS:	
SELLER'S PHYSICAL ADDRESS 1710 7TH ST N		EXAMINER NO.:	
CITY CLANTON	STATE AL	ZIP 35045	
ENCL.:			

SURRENDERED OUT OF STATE TITLE (ENTER OUT OF STATE POSTAL ABBREVIATION AND TITLE NUMBER)

STATE:	APPLICATION NUMBER
TITLE NO.:	D3218534

SIGNATURES OF COMPLETED FORM ONLY (FELONY OFFENSE FOR FALSE STATEMENTS)

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE AND THIS VEHICLE WILL NOT BE THE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE. I FURTHER CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

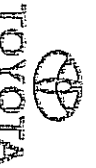
OWNER SIGNATURE(S) <i>[Signature]</i>	I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICAL INSPECTED BY ME AS A DESIGNATED AGENT OF THE DEPARTMENT, AS REQUIRED BY LAW, AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION IS CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND VERNESSED HIS SIGNATURE DESIGNATED AGENT: <i>[Signature]</i> BY: <i>[Signature]</i> NINE DIGIT DESIGNATED AGENT NO. 14-00012-00 DATE JUN 17 YR. 20
(PERSONALLY SIGNED BY EACH OWNER (IN INK) OR AUTHORIZED REPRESENTATIVE OF FIRM)	

ALABAMA DEPARTMENT OF REVENUE APPLICATION FOR CERTIFICATE OF TITLE
MOTOR VEHICLE DIVISION - TITLE SECTION P. O. BOX 327640 MONTGOMERY, AL 36132-7640



McKinnon Motors, LLC

U.S. Highway 31 North
Phone (205) 755-3430
CLANTON, ALABAMA 35045



SOLD TO CHRISTY LITTLEJOHN

ADDRESS 133 RANDALL CIRCLE
CLANTON AL 35045

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2003	FORD	MUSTANG	USED	1FAFP40493F349472
SALESMAN JEROME DALE		PRICE	KEY NOS.	

FIRE & THEFT ☐ COLLISION - AMT. DEDUCTIBLE ☐

INSURANCE COVERAGE INCLUDES

☐ PUBLIC LIABILITY - AMT. ☐ PROPERTY DAMAGE - AMT.

GROUP DESCRIPTION PRICE

LIENHOLDER:
WORLD OMNI FINANCIAL CORP
6150 OMNI PARK DRIVE
MOBILE AL 36609

TRADE1
N/A N/A N/A N/A

PENALTY OF TEN DOLLARS (\$10) DUE IF VEHICLE IS NOT REGISTERED IN THE NAME OF THE NEW OWNER WITHIN 10 CALENDAR DAYS. PURCHASER WILL BE RESPONSIBLE FOR ANY FEES AND AD VALOREM TAX DUE AT THE TIME OF TAG PURCHASE.

PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE VEHICLE MAY HAVE SUFFERED DAMAGE DURING PRODUCTION TRANSIT, OR WHILE IN THE POSSESSION OF THE DEALER. DEALER MAKES NO REPRESENTATIONS CONCERNING THE NATURE AND EXTENT OF ANY SUCH DAMAGE. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALERS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER, MCKINNON MOTORS, LLC, HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE TO INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

USED VEHICLE TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.
------	------	-------	------------------------------

BODY COLOR

DATE	INVOICE NO.	STOCK NO.
06/17/2004		

DESCRIPTION	SALE
SALESMAN NUMBER	
21814	24610

Certified and true according to Clanton Municipal Court records
This date Sept 24 25 2007
[Signature]
Municipal Court Clerk
Clanton, AL

PRICE OF VEHICLE

15998

13990.00

STATE SALES TAX 2.00 %
COUNTY SALES TAX 0.50 %
CITY SALES TAX 0.25 %
LICENSE AND TITLE
CLERICAL FEE

TOTAL CASH PRICE

14591.59

FINANCING INSURANCE

TOTAL TIME PRICE

14591.59

CUSTOMER DEPOSITS
VEHICLE ACCOUNTS RECEIVABLE
CASH SALES
USED VEHICLE ALLOWANCE
PAYMENTS
MONTHLY 14591.59 PER MONTH

TOTAL

14591.59

Always Bring Your
Vehicle Here For
Factory Authorized
Service

Case 2:07-cv-00149-MEF-TFM Document 22-2 Filed 10/03/2007 Page 12 of 19

AGREEMENT TO PROVIDE ACCIDENTAL PHYSICAL DAMAGE INSURANCE

I hereby agree to deliver to WORLD OMNI FINANCIAL CORP. (Lienholder), within 15 days from the date hereof, an insurance policy which will provide Comprehensive and Collision Insurance with a maximum deductible of \$500.00 in the name of the Named Insured as shown below.

I will have my policy endorsed with "Automobile Loss Payable Endorsement" (49A) in favor of the above named Lienholder. If I fail to provide this insurance, the dealer authorization printed below will take effect.

I hereby grant to WORLD OMNI FINANCIAL CORP. permission to release any information provided to it by me to the insurance company of their choice in connection with this transaction.

NAME INSURED (same as Buyer):

NAME	CHRISTY LITTLEJOHN
ADDRESS	133 RANDALL CIRCLE CLANTON AL 35045
TEL. NO.	(205) 755-8842

Certified and true according to Clanton Municipal Court records
This date September 23, 2007

Municipal Court Clerk
Clanton, AL

VEHICLE INSURED:

YEAR	MAKE	BODY	MODEL	SERIAL NUMBER
2003	FORD	2DR	MUSTANG	1FAFF40493F349472

INSURANCE AGENT:

NAME	Karen B. Loring
NUMBER AND STREET	
CITY, STATE ZIP CODE	
TELEPHONE NUMBER	205-755-9282

INSURANCE COMPANY:

NAME	WFC
POLICY NUMBER	7701060456
EFFECTIVE DATE	FROM: TO:
COVERAGE	<input type="checkbox"/> FIRE - THEFT <input type="checkbox"/> COMPREHENSIVE <input type="checkbox"/> COLLISION \$ <input type="checkbox"/> DEDUCTIBLE

NAMED INSURED SIGNS

[Signature]

06/17/2004
DATE

WOFC ACCOUNT NUMBER

DEALER CONFIRMATION:

() AGENCY	() INSURANCE COMPANY	NAME OF PERSON	WOFC LOSS PAYEE () YES () NO
CONFIRMED BY		06/17/2004 DATE	

DEALER/SALESPERSON SIGNS

[Signature]

DEALER MCKINNON MOTORS

LIENHOLDER'S AUTHORIZATION TO PROVIDE INSURANCE

If I do not furnish insurance as agreed, I authorize WORLD OMNI FINANCIAL CORP. to apply for insurance in its own name to protect its interest in the above-described vehicle. If WORLD OMNI FINANCIAL CORP. does so, I authorize it to add the premium cost with corresponding finance charge to my contract balance. I understand that any insurance ordered by WORLD OMNI FINANCIAL CORP. will provide only limited physical damage protection and WILL NOT PROTECT MY EQUITY OR INTEREST IN THE VEHICLE. A maximum deductible of \$500.00 will apply to any loss. INSURANCE WILL NOT BE PROVIDED FOR AUTOMOBILE INJURY OR PROPERTY DAMAGE LIABILITY COVERAGES AND WILL NOT SATISFY THE FINANCIAL RESPONSIBILITY LAWS OF ANY STATE.

IMPORTANT NOTICE TO BUYER:

Take the blue copy of this form to your insurance agent to assist in providing proper proof of coverage.

IMPORTANT NOTICE TO AGENT:

Lienholder - Send proof of coverage and all correspondence to: WORLD OMNI FINANCIAL CORP., - INSURANCE TRACKING
P. O. BOX 91688, Mobile, Alabama 36691 (Tel. 800-553-2650)

DISTRIBUTION: WHITE - WOFC; BLUE & GOLD - BUYER; PINK - DEALER BUYER: PLEASE FORWARD BLUE COPY TO YOUR INSURANCE AGENT.



Dealer Number:

Account Number:

Buyer (and Co-Buyer) - Name(s) and Address(es) (Include County and Zip Code)

Creditor (Seller) - Name and Business Address
 Certified and true according to Clanton Municipal Court records
 This date September 25, 2007
 [Signature]
 Municipal Court Clerk
 Clanton, AL

Meaning of Words. In this contract the words "you", "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment to World Omni Financial Corp. ("WOFC") and any subsequent assignee.

Who is Bound. You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price". The credit price is shown below as "Total Sale Price". By signing this contract, you choose to buy the vehicle on credit under the terms on the front and back of this contract and you are individually liable to the Creditor for any amount due.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New, Used or Demo	Year	Manufacturer's Name or Make	Model Name and/or Model Number	Body Type	Vehicle Identification No. or Manufacturer's Serial No.
USED	2006	FORD	FORD	SEDAN	1F8P44C47A2471

Primary Use for Which Purchased ☐ personal ☐ business ☐ agricultural ☐

If business use is checked, Buyer is: ☐ an individual ☐ a corporation ☐ a partnership

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$
14.99 %	\$ 5361.91	\$ 14591.50	\$ 20953.20	\$ 20953.20

Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments are Due:
One deferred downpayment of	N/A	
24 regular payments	349.22	Monthly, beginning 08/01/2007
One final payment of	349.22	DUE OR: 07/01/2009

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the unpaid amount of the late payment or \$10.00 whichever is greater, not to exceed \$100.00.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security. You are giving a security interest in the vehicle being purchased.

Other Terms. Please read this contract, including the reverse side, for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1 Cash Price (including any accessories, services or taxes) \$ 14980.00 (1)

2 Total Downpayment = Net Trade-in \$ N/A + Cash Downpayment \$ N/A (including deferred downpayment of \$ N/A payable before the due date of the first regularly scheduled payment.)
 Your Trade-in is a _____ Year _____ Make _____ Model _____ \$ N/A (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 14980.00 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Creditor may be retaining a portion of these amounts):

A Price of Required Physical Damage Insurance Paid to the Insurance Company Named Below —
 Covering Damage to the Vehicle \$ N/A

B Price of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below.
 Life \$ N/A Disability, Accident and Health \$ N/A \$ N/A

C Price of Optional Mechanical Breakdown Protection Paid to the MBP Company Named Below —
 Covering Certain Mechanical Repairs \$ N/A

D Lien Notation Fee Paid to Public Officials \$ N/A

E Government License and/or Registration Fees (Itemize) \$ N/A

F Government Certificate of Title Fees \$ 16.00

G Other Charges (Creditor must identify who will receive payment and describe purpose)

to [illegible]	for [illegible]	\$ [illegible]
to [illegible]	for [illegible]	\$ [illegible]
to [illegible]	for [illegible]	\$ [illegible]
to [illegible]	for [illegible]	\$ [illegible]
to [illegible]	for [illegible]	\$ [illegible]
to [illegible]	for [illegible]	\$ [illegible]

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 211.50 (4)

5 Amount Financed - Unpaid Balance (3+4) \$ 15191.50 (5)

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional purchase price, which is shown below and in 4B of the Itemization above. If you want this optional insurance, check the insurance coverage(s) desired and sign below.

Term: _____ months

Check the optional insurance coverage(s) desired: ☐ Credit Life, Single Coverage \$ _____ ☐ Credit Life, Joint Coverage \$ _____
☐ Credit Disability, Single Coverage (Buyer Only) \$ _____

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ _____. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ _____. Insurance Company _____

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE COVERAGE(S) CHECKED ABOVE.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Optional Mechanical Breakdown Protection. Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase mechanical breakdown protection under this contract by signing below and agreeing to pay the additional purchase price, which is shown in 4C of the Itemization above.

The term of this protection will be _____ months from the date of delivery or until the odometer of the vehicle shows _____ miles, whichever occurs first. If you purchase this protection, you have reviewed the terms of the contract which describe this protection and you understand that a copy of the completed contract will be sent to you as soon as practicable.

MBP Company _____ \$ _____ Deductible

APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION DESCRIBED ABOVE.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Amount Financed shown above, plus a Finance Charge determined by applying a daily periodic rate of 1/365th (1/366th in the case of a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed each day. In addition, you promise to pay to the Creditor all other amounts due under this contract.

ARBITRATION: Except for an action to obtain possession of any Vehicle or other property covered by this Contract, which action is specifically excluded from this paragraph, if any other dispute, controversy or claim, involving any Buyer, Co-Buyer, Creditor/Seller or Assignee, or any employee, agent, or affiliate of any of the foregoing persons, arises out of or relates to this Contract, or the breach of this Contract, including but not limited to the negotiation and provisions of the Contract and the sale, financing and purchase of the Vehicle pursuant to the Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act or any other federal or state consumer protection and/or disclosure and/or other federal, state or local statute, regulation or common law (each a "Dispute"), the parties agree that any unresolved Disputes shall be submitted to binding arbitration in accordance with (i) the Federal Arbitration Act 9 U.S.C. Sections 1-16 ("FAA") and (ii) the Commercial Arbitration Rules of the American Arbitration Association ("CAR") and (iii) the procedures outlined in this section. In the event of any inconsistency between the CAR and these arbitration provisions, these provisions shall supersede such CAR. Any party may demand arbitration in writing by notice to another party, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy. Within 30 days after such demand, the other party shall name an arbitrator, or if the party does not name an arbitrator, such arbitrator shall be named immediately by the Arbitration Committee of the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 15 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association. To the extent not prohibited by law, the non-prevailing party shall pay, and the arbitrators shall award, to the prevailing party all of the arbitration costs and expenses incurred by the prevailing party, including reasonable attorney's fees. The arbitration hearing shall be held in the county in which the Seller is located. An award rendered by a majority of the arbitrators shall be final and binding on all parties to the proceeding and judgment on such award may be entered by either party in any court having jurisdiction. These arbitration provisions shall, with respect to such Dispute, survive the termination or expiration of this Contract. No class action arbitration may be ordered pursuant to this section and there shall be no joinder of parties, except for joinder of parties to the same Contract. Furthermore, to the extent permitted by law, the arbitrators shall not have any authority to award punitive damages in any Dispute. Nothing in this Contract shall be deemed to give the arbitrators any authority, power or right to alter, change, amend, modify, add or subtract from any of the provisions of this Contract. The parties agree that the transactions relating to this Contract involve interstate commerce and that this Contract shall be subject to the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended, and shall be governed by such laws. By initialing, you agree to this arbitration paragraph _____ Buyer (and Co-Buyer) Initials

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

You signed this contract and received a completely filled-in copy on _____

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Certified and true according
to Clanton Municipal Court records

This date September 25, 2007

[Signature]

Municipal Court Clerk
Clanton, AL

Signature of Buyer _____

Signature of Co-Buyer _____

Accepted _____
Creditor

By: _____
Signature and Title

This contract is assigned to WOFC subject to repurchase under the terms of the "Seller's Assignment" on the reverse side.

This contract is assigned to WOFC without recourse or with limited recourse under the terms of the "Seller's Assignment" on the reverse side.



McKinnon

MOTORS, LLC
CLANTON, ALABAMA 35045
PHONE 205-755-3430
MONTGOMERY: 334-262-3147
BIRMINGHAM: 205-328-3800
1-800-239-3430

Ford - Mercury - Toyota

Certified and true according
to Clanton Municipal Court records

This date September 25, 2007

[Signature]
Municipal Court Clerk
Clanton, AL

Purchaser CHRISTY LITTLEJOHN Co-Purchaser _____
SSN 431-71-2302 D.O.B. 08/01/72 Email _____
Mailing Address 133 RANDALL CIRCLE Physical Address 133 RANDALL CIRCLE County CLILTON
City CLANTON State AL Zip 35045 Res. Phone (205) 755-8942 Bus Phone (205) 309-28

DESCRIPTION OF VEHICLE: (Circle One) NEW DEMO USED

Year 2003 Make FORD
Model MUSTANG
Body Type 2DR Cylinders 5
Mileage 21066 Accurate _____
Color BLUE Stock No. 2461U
V.I.N. 1FAFP40493F349472
Tag No. _____ Decal No. _____ Yr. _____
Lien Holder WORLD OMNI FINANCIAL CORP

TRADE-IN VEHICLE: Windshield Cov.?

Year _____ Make _____
Model _____ Body Type _____
Cylinders _____ Color _____ Stock No. _____
Mileage _____ Accurate? _____
V.I.N. _____
Tag No. _____ Decal No. _____ Yr. _____
Agent _____ Phone _____
Insurance Co. _____

Address _____
City, State, Zip _____

TRADE-IN PAYOFF INFORMATION:

Payoff of trade-in loan due to _____
(Financial Institution)
Address _____
Phone _____ Amount \$ N/A
Good until - _____ Person Spoken With - _____
Verifying Salesperson _____ Date _____ Time _____

Dealer Installed Equipment

Price		13990.00
Trade-In Allowance	-	N/A
Trading Difference	=	13990.00
State & Local Tax	+	290.00
Clerical Fee	+	195.00
Title Fee	+	16.50
TOTAL	\$	14591.50
Cash Down	-	N/A
Rebate	-	N/A
Pay-Off on Trade-In	+	N/A
Balance	\$	14591.50

DISCLAIMER OF WARRANTY

Unless and except as expressly provided by separate instrument in writing, McKinnon Motors, LLC, hereby DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and McKinnon Motors, LLC, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the described vehicle. The undersigned Purchaser hereby waives all rights of recovery against McKinnon Motors, LLC, for either incidental or consequential damages.

Purchaser acknowledges and understands that the vehicle may have suffered damage during production, transit, or while in the possession of the dealer. Dealer makes no representations concerning the nature and extent of any such damage.

Purchaser agrees that this order includes all of the terms and conditions on the face side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby, and that this order shall not become binding until accepted by dealer or his authorized representative. Authorization is also given to verify payoff and credit information.

Accepted By: *[Signature]*

Customer

Co-Buyer

Dealer Representative/Manager



Mercury

McKinnonMOTORS, LLC
1670 NORTH 7TH STREET
P.O. BOX 1700
CLANTON, AL 35046
PHONE 205-755-3430**TOYOTA**DATE: 06/17/2004BUYER: CHRISTY LITTLEJOHNTYPE VEHICLE: 2003 FORD MUSTANGVIN #: 1FAPP40493F348472FINANCE SOURCE: WORLD OHVI FINANCIAL CORPCertified and true according
to Clanton Municipal Court recordsThis date September 25, 2007Municipal Court Clerk
Clanton, AL

YIELD SPREAD/ASSIGNMENT FEE

IF THE VEHICLE IS FINANCED, DEALER MAY BE PAID BY THE ASSIGNEE
OF THE CONTRACT AN ASSIGNMENT FEE. DEALER MAY ALSO BE PAID
A YIELD SPREAD PREMIUM REPRESENTING THE DIFFERENCE BETWEEN THE
DEALER'S DISCOUNTED INTEREST RATE AND THE CUSTOMER'S RATE OF
INTEREST.

REPRESENTATIVE
BUYER

CHRISTY LITTLEJOHN

TITLE
BUYER

Certified and true according to Clanton Municipal Court records
This date September 29, 2007 11/11/05
I am not under arrest for, nor am I being detained for any

I, Christy Littlejohn

criminal offenses concerning the events I am about to make known to
Without being accused of or questioned about any criminal offenses regarding the facts I am about to state, I volunteer the following
information of my own free will, for whatever purposes it may serve.

[Signature]
Municipal Court Clerk
Clanton, AL

I am 32 years of age, and I live at 133 Randall Circle, Clanton, AL 35045

I purchased a car on June 17, 2004 at McKinnons. The car was an '03 Ford Mustang (blue). I put the car in my name for Norman Buddy Todd because his credit wouldn't let him get it in his own name. He said he would make the payments on time. He made 3 payments all of which were late. He kept promising to catch up the payments but never did. On Dec 3, 2004, I called Mr. Todd on his cell phone, he called me back from his job at Wetumpka Pizza Hut. I told him "World One" (the title holder on the car) had been calling me and that my credit was being ruined because he was 2 months behind on the car. I told him he either needed to pay the payments or give me back the car. He promised to catch up the payments as soon as he got his next paycheck. He never did and is now not taking my calls and hiding the car when he is at work. On Jan. 3, 2005, I took a letter and taped it on his door. The letter ordered him to return the car or bring me the money for the 3 payments he owed in the next 3 days. His landlady saw the letter and told me he was only coming home very late at night and leaving in the mornings by 7 or 7:30 am. I have not heard from Mr. Todd since. I have talked to his landlady and he has not paid his rent which was due on the first, so I am afraid he is going to skip town and I will not ever get the car back. World One is only giving me a week to get the car back in my possession and try to get it sold before they involve the police either end.

I have read each page of this statement consisting of _____ page(s), each page of which bears my signature, and corrections, if any, bear my initials, and I certify that the facts contained herein are true and correct.

Dated at _____, this _____ day of _____, 19____

WITNESS: _____

Christy Littlejohn
Signature of person giving voluntary statement

WITNESS: _____

State of Alabama
Unified Judicial System
Form C-52(a) Rev. 7/94

APPEARANCE BOND

Case Number

IN THE MUNICIPAL COURT OF CLANTON, ALABAMA
STATE OF ALABAMA v. NORMAN Hopkin Todd
Defendant

I, NORMAN Hopkin Todd (Defendant), as principal,

and I (we), _____ as surety(ies),

agree to pay the State of Alabama the sum of \$ 500.00 and all costs incurred unless I/he/she appear(s) before the above-named court of the above-named county on Feb. 22nd 2005 (date) at 3:00 p.m. (time) (if date and time are unknown, the words "the scheduled" may be placed in the date blank and a line may be placed in the space for time.) and from day to day of each session thereafter until defendant is discharged by law to answer to the charge of UN AUTHORIZED USE OF MOTOR VEHICLE, or any other charge as authorized by law.

If the trial is moved to another county, this undertaking is for the appearance of the defendant from day to day of each session of the court to which the defendant is removed until discharged by law.

We hereby jointly and severally certify that we have property valued over and above all debts and liabilities that has a fair market value equal to or greater than the amount of the above bond, and we, and each of us, waive the benefit of all laws exempting property from levy and sale under execution or other process for the collection of debt by the Constitution and Laws of the State of Alabama, and we especially waive our rights to claim exempt our wages or salary, that we have under the laws of Alabama and our rights ~~certified and exempted~~ we have under the Constitution of Alabama and the laws of the State of Alabama, as set out in a separate writing. to Clanton Municipal Court records

Signed and sealed this date with notice that false statements are punishable as perjury.

This date September 26, 2007

Signature of Defendant <u>[Signature]</u>			Municipal Court Clerk (L.S.) <u>[Signature]</u> Clanton, AL Zip <u>35045</u>		
Address (Print) <u>550 Ashley Ct Clanton</u>			State <u>AL</u>		
Signature of Surety/Agent of Professional Surety or Bail Company (L.S.)			Signature of Surety/Agent of Professional Surety or Bail Company (L.S.)		
Social Security Number (Except for Agents)			Social Security Number (Except of Agents)		
Address(Print)		State	Zip	Address(Print)	
State		Zip	State		Zip
Signature of Surety/Agent of Professional Surety or Bail Company (L.S.)			Signature of Surety/Agent of Professional Surety or Bail Company (L.S.)		
Social Security Number (Except of Agents)			Social Security Number (Except of Agents)		
Address (Print)		State	Zip	Address (Print)	
State		Zip	State		Zip

01-16-05
Date

3rd. R. Todd
Approved by: Judge/Magistrate/Sheriff

By: Deputy Sheriff

Defendant's Information

Date of Birth	Sex	Employer
Social Security Number	Race	Employer's Address
Driver's License Number	State	Telephone Number
()		Employer's Telephone Number

☐ Property Bond ☐ Professional Surety Bond ☐ Cash Bond

ROR

CASE ACTION SUMMARY

05-000000174

MC05-224

Page #1

Printed: Tue Jan 11, 2005 12:13 pm

Defendant		Employee	
NORMAN BUDDY TODD 550 ASHLEY COURT CLANTON AL 35045 (334) 567-5504		Sex: M Race: WHITE/MEX. DOB: 1974-05-21 SSN: 421-98-2286	
Charge		Complainant	
Charge: UNAUTHORIZED USE OF A MOTOR VEHICLE Section/Paragraph: 13A-8-11 1		CHRISTY LITTLEJOHN 133 RANDALL CIRCLE CLANTON AL 35045 (205) 755-8842	
Sureties		Witnesses	
Arrest			

Disposition/Notice History

Bench Notes

2-22-05 Dismissed for want of prosecution 2-22-05
 R. L. Littlejohn

On _____ the defendant appears in open court in person and pleads _____. After hearing the evidence it is the judgement of the court that defendant is _____ and is fined _____ together with _____ cost and _____ restitution to the victim and sentenced to _____ days in _____ jail. Defendant to pay _____ per day for housing and maintenance plus actual medical expenses incurred during the period of incarceration. Defendant is given _____ days credit for time already served in jail on this charge.

Additional orders:

[] _____ per day for _____ days incarcerated (housing and maintenance)
 Total _____; plus actual medical expenses incurred on behalf of the defendant. Judge Municipal Court

Payments

DATE PAID	RECEIPT #	AMOUNT PAID	METHOD	BALANCE
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Certified and true according
 to Clanton Municipal Court records

This date September 25, 2007

[Signature]

Municipal Court Clerk
 Clanton, AL

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

NORMAN TODD,

Plaintiff,

vs.

CITY OF CLANTON, ALABAMA, a
municipal corporation; by and through
its **MAYOR, HONORABLE BILLY**
JOE DRIVER, in his official capacity as
Mayor and individually; **POLICE CHIEF**
JAMES HENDERSON, in his official
capacity, as well as individually;
CORPORAL GREG CHARLES, in his
official capacity and individually; and
CHRISTINE LITTLEJOHN, an
individual,

Defendants.

CASE NUMBER 2:07-CV-149-MEF

JURY TRIAL DEMANDED

STATE OF ALABAMA)
COUNTY OF CHILTON)

AFFIDAVIT OF DEBRA ALLISON

Comes now the undersigned and, after being duly sworn, makes the following affidavit:

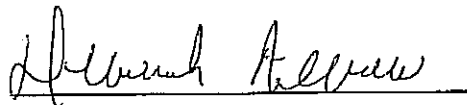
My name is Debra Allison. I am over the age of 19 years, and I make this affidavit based upon my own personal knowledge, information, and belief.

On or about January 16, 2005, Christine Littlejohn wanted access to a trailer home located at 550 Ashley Court, Ashley Court Trailer Park, Clanton, Alabama, in order to get her things out of that trailer. I was the manager of the Ashley Court Trailer Park at that time and went with her to the trailer. She had her own key. At some point either shortly before, during, or

immediately after Ms. Littlejohn accessed the trailer, a City of Clanton, Alabama police officer arrived named Gregory Charles.

Officer Charles was in no way whatsoever involved with Ms. Littlejohn's request for and later access to the trailer. Officer Charles neither asked nor ordered me to go with Ms. Littlejohn to the trailer or open the door to the trailer. He simply stood outside the trailer and waited for her to collect her belongings, and then he left.

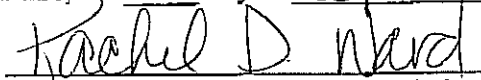
Further Affiant saith not.


Debra Allison

STATE OF ALABAMA)
COUNTY OF CHILTON)

Before me, the undersigned Notary Public in and for the State of Alabama at Large, personally appeared Debra Allison, and after being first duly sworn, did depose and say that the statements in the foregoing Affidavit are true and correct.

Given under my hand and official seal this, the 19th day of Sept, 2007.


Notary Public My Commission Expires
December 7, 2008

My commission expires: _____

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

NORMAN TODD,

Plaintiff,

vs.

CASE NUMBER 2:07-CV-149-MEF

CITY OF CLANTON, ALABAMA, a
municipal corporation; by and through
its **MAYOR, HONORABLE BILLY
JOE DRIVER**, in his official capacity as
Mayor and individually; **POLICE CHIEF
JAMES HENDERSON**, in his official
capacity, as well as individually;
CORPORAL GREG CHARLES, in his
official capacity and individually; and
CHRISTINE LITTLEJOHN, an
individual,

JURY TRIAL DEMANDED

Defendants.

AFFIDAVIT

STATE OF ALABAMA)
COUNTY OF CHILTON)

Comes now the undersigned and, after being duly sworn, makes the
following affidavit:

My name is James Henderson. I am over the age of 19 years and I make this
affidavit based upon my own personal knowledge, information and belief.

I have been the City of Clanton Chief of Police for the past 16 years, and a

policeman a total of 22 years.

Prior to hiring Officer Charles, I did a thorough background check that turned up nothing negative.

All sworn officers of the Clanton Police Force must have completed the Minimum Standards of Peace Officers for the State of Alabama (A.P.O.S.T. certification) and remain certified throughout their employment as City police officers. In order to remain certified with A.P.O.S.T., the City's police officers are required to participate in training each year. City of Clanton police officers must complete twelve hours per year of continuing education credits. There are also various training classes offered to City police officers, some more specialized than others. The City tries not to continually offer the same classes to police officers so as to expand the areas in which they are trained. For example, training on how to properly conduct an arrest and how not to use excessive force is offered at least every other year, if not more frequently.

Officer Charles was not a supervisor on the City Police Force. However, it is my understanding that Mr. Todd has alleged that Officer Charles was not properly supervised. Only the most qualified officers are promoted to a supervisory position. When an officer desires to hold a supervisory position, he or she submits an application and is interviewed. The City looks at various factors

when deciding whether to promote an officer to a supervisory position, including but not limited to the officer's number of years on patrol and his or her training and level of experience. Many supervisors have had supervisory training. There is a supervisor on every shift who, as best practicable, monitors officers' calls and responds to the scene should a problem be identified or called in.

The City has adopted and utilizes a number of practices and policies designed to prevent the type of conduct that the Plaintiff has alleged. Aside from our supervisory and training practices, it is the City's policy for its police officers to follow all state and federal laws regarding the treatment of individuals and their property. The Clanton Police Department more than adequately supervises and trains its officers and has instituted policies and practices to insure that the type of incident alleged by Plaintiff Todd does not happen.

Further Affiant saith not.


James Henderson

STATE OF ALABAMA)
COUNTY OF CHILTON)

Before me, the undersigned Notary Public in and for the State of Alabama at Large, personally appeared James Henderson, and after being first duly sworn, did depose and say that the statements in the foregoing Affidavit are true and correct.

Given under my hand and official seal this, the 24th day of September, 2007.

Dolores Quance
Notary Public
My commission expires: 3-6-10

My Commission expires March 6, 2010.